## CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

- 1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in the Texas Health and Safety Code).
- 2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
- 3. Resident or members of the household <u>will not permit the dwelling unit to be used for, or to facilitate criminal activity</u>, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
- 4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined by the Texas Health and Safety Code, at any locations, whether on or near the dwelling unit premises or otherwise.
- 5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including threatening or intimidating, assault, the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.
- 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under Texas Property Code, Section 91.001, subsection (e). Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- 7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
- 8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

	Date:
Resident Signature	
	Date:
Resident Signature	
	Date:
Resident Signature	
	Date:
Property Manager's Signature	

## **Addendum to Rental Application**

Have you or ANYONE (regardless of age) who will be residing with you **EVER**:

Been arrested, cited, prosecuted, plead guilty to or been convicted of any crime? [] Yes [] No Been placed on probation, parole, or effected by the Megan Laws? [] Yes [] No Been in a gang, or are you currently a member of a gang? [] Yes [] No Been involved in, or are you currently are involved in any illegal activity? [] Yes [] No Been evicted or had a forcible detainer filed against you? [] Yes [] No Been a petitioner in a case at bankruptcy court? [] Yes [] No Had a warrant, or do you currently have a warrant for your arrest? [] Yes [] No Moved to avoid eviction or because of problems with a tenant or landlord? [] Yes [] No		
Please explain <u>all</u> "YES" answers in detail. (What happened, when, where and the results.)		
Resident Signature	Date:	
	Date:	
Resident Signature	Date:	
Resident Signature		
Property Manager's Signature	Date:	